

**NIT NO:** FF:22:MCR:RM:AM:01:049, Dated:- 22.10.2022.

**Name of work:** Annual maintenance of all EOT Cranes including Turning Gears, DSL, RRC, load cell & PDBs in CFFP, BHEL, Haridwar.

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**Part-I (TECHNO-COMMERCIAL BID)**

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**General Instructions to Tenderer**

(Valid for e-Procurement only through BHEL GePNIC Portal)

The Contractors who wish to participate should **go through the Tender documents thoroughly** before quoting, to ensure that the Tender process is not aborted / vitiated, due to them.

**1.0 Quoting & Signing the Tender**

- a. Tender to be submitted through electronic mode only by logging to e-Procurement portal **<https://eprocurebhel.co.in/>**. Physical submission of tender shall not be accepted. It is mandatory to have a valid digital signature certificate (DSC) for submission of tender on e- Procurement portal. (Refer Director (ER&D) order no. AA:DERD:09:SSP dated 21<sup>st</sup> August,2021)
- b. Vendors interested in participating against an electronic tender are advised to obtain “Digital Signature Certificate” and get themselves registered on “**<https://eprocurebhel.co.in/>**” website well in advance of the tender closing date. BHEL shall not be able to provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer timely against the electronic tender.
- c. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General Terms & conditions, Special Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender and shall form part of the agreement to be entered into.
- d. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- e. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- f. EMD should be submitted as per Part-I (Technical Bid) Qualifying Criteria. Techno-commercial bid will be considered only, if the EMD is valid. EMD in any other form except as specified in tender and **tender without EMD will be summarily rejected**. EMD indicated in the tender may or may not, reflect any specified percentage on value of work. Hence vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.
- g. EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in the online available cover/envelope in GePNIC specified for Techno-commercial bid only.
- h. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned as per options available on the GePNIC portal.
- i. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
  - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of e(a) and e(b) above.
  - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- j. The Bidder shall fill in all the required particulars of the Tender (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- k. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit their Tender in time.
- l. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

- m. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum and within the permissible limits available on the GePNIC portal. If required, documents may be scanned at lower resolutions. However, it shall be sole responsibility of bidder that the uploaded documents are legible.
- n. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.
- o. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- p. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- q. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- r. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- s. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- t. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- u. There will be cover types with the name to identify how many covers will have to be submitted by a Bidder for a particular tender. For single part bid single cover system consisting of **EMD Fee/PreQual/Technical/Finance** in one cover, two part bid double covers system consisting **EMD fee details/technical** bid in one cover & **Financial** bid in the second cover and in three part bid three covers system consisting **EMD fee details** in one cover, **Technical** bid in the second cover & the **Financial** bid in the third cover.
- v. Price bid should not be submitted along with the techno commercial bid in the cover type "Fee/ Pre-Qualification/ Technical" specified for techno commercial bid. The price bid has to be submitted separately in the cover type "finance" specified for price bid only.  
**ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID".** The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- w. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- x. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- y. The digital signature of the tenderer on the E-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the conditions laid down in the documents unless special deviation is quoted by the tenderer.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a **"NO DEVIATION STATEMENT"** shall be submitted with the tender (Techno-commercial offer).

## 2.0 Signing the Tender

- a. The Tender shall be digitally signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

### **3.0 Date / Time for opening of Tender**

- a. The e-Bidding Notice shall be published on e-procurement portal, stipulating the bid submission end date and bid opening date. The bidders are strictly advised to follow date and time as indicated in the e-Bidding Notice. The date and time shall be binding on all bidders.
- b. No Vendor shall be required to be present in the BHEL office for any E-Tender opening process. BHEL does not guarantee opening of tenders at the specified Date and Time which may change due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified, will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

### **4.0 Quoting**

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honored throughout the period of the Contract.

### **5.0 Participation**

The Parties who have been suspended or black listed or banned by BHEL CFFP, Haridwar or any other BHEL Unit and are under suspension at the time of bid submission will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

### **6.0 Validity of Offers:**

The rates quoted shall be valid for acceptance for a minimum period of 90 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

#### **Note: -**

1. **In case of any ambiguity/discrepancy between any clause of “General Terms & Conditions” and “NIT, Specific Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “NIT, Specific Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.**

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**GENERAL TERMS & CONDITIONS OF CONTRACT**

**01. DEFINITIONS:**

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) The "CONTRACT" means the documents forming the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Central Foundry & Forge Plant, Haridwar and the contractor together with all the documents referred to therein including General and Specific terms & conditions of contract, specifications, designs etc. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- (b) The "TENDER DOCUMENT" means the form of tender as applicable vide and / or General and Specific Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "SITE" or "SHOP" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (d) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- (e) The "EXECUTIVE IN-CHARGE" means any Executive deputed by BHEL to supervise the execution of work or part thereof.
- (f) The "TIME OF COMPLETION" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (g) "PPE's" Personal Protective Equipment - Specialized clothing or equipment worn by workmen for protection against health and safety hazards.

**02. DOCUMENT SUBMISSION: -**

- i) All documents / annexures submitted with the offer shall be properly attached with the respective sections and pages serially numbered e.g. 1/24, 2/24 and so on. BHEL shall not be responsible for any missing documents.
- ii) Offer & documents submitted along with offer shall be signed & stamped in each page by contractor's authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- iii) The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.

**03. AUTHORIZED SIGNATORY: -**

The selected bidder shall submit at the time of signing the contract, authorization from Proprietor/Competent authority authorizing an official or officials of the company to discuss, sign agreements/ contracts with BHEL.

**04. CHANGE IN CHARACTER OF THE BIDDER: -**

In the event, wherein there is any change in the character of the contractor's firm by means of change in structure or the transfer of ownership of the firm, the firm has to inform BHEL well in advance with proper documents that the new entity shall be contractually accountable to BHEL for the contract signed by the original firm. BHEL decision in this regard shall be final and binding on the contractor.

**05. OWNERSHIP OF MULTIPLE COMPANIES/ FIRMS: -**

To maintain the fairness in bidding, two or more firms with same ownership or agent cannot participate in same tender. In such cases the BHEL has right to cancel/reject the offer/order at any stage.

06. WORKS TO BE CARRIED OUT:

The contractor shall arrange all labour, materials, tools, plant, equipment & transport which may be required for execution of work as specified in tender enquiry, and in the entire execution of work as per BHEL terms and instructions.

07. DEVIATIONS:

Deviation with respect to tender clauses and additional clauses / suggestions / in Techno-commercial bid / Price bid may not be considered by BHEL. Bidders are requested to positively comply with the same.

08. Validity of offer shall be for a minimum period of 90 days from the date of Tender Opening.

09. TAXES, CESS AND OTHER DUTIES:

All charges on account of taxes, cess terminal or GST and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be to the contractor's account.

10. LAWS GOVERNING THE CONTRACT: This contract shall be governed by the Indian Laws.

11. COMPLIANCE TO REGULATION AND BYE LAWS:

The contractor shall conform to the provisions of any statute relating to the work, regulations and bye-laws of any local authorities.

12. ADMISSION TO SITE:

The contractor shall not enter on (other than for inspection purpose) or take possession of the site unless permitted to do so by Executive In-charge. The portions of the site to be occupied by the contractor shall be clearly defined and marked on the site plan, and the contractor will not on any account be allowed to extend his operations beyond these areas.

BHEL reserves the right of taking over, at any time any portion of the site which it requires and the contractor shall at his own expense clear such portion within specified time given by Executive in-charge. The photography of the site of work or any part therein, publishing or otherwise circulation will not be allowed without the prior written permission from the Executive in-charge.

13. CONTRACTORS SUPERVISORS:

The contractor shall either himself supervise the execution of the contract or shall appoint competent authorized representative.

14. LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR:

- The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality required to ensure workmanship of the degree required as per the specifications.
- Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. Contractor will be responsible for good conduct of their employees. In case of any misconduct / misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- BHEL shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer employee relationship.
- The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. The relevant statutory provisions of the State Government of Uttaranchal shall also be applicable in Toto.



- The contractor shall observe provisions of the Factories Act 1948 in respect of working hours, holidays, rest intervals, leaves and overtime etc. Also adhere to the provisions of Employee Provident Fund & Miscellaneous Act 1952, Employee State Insurance Act 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965 and provisions of all other such Acts applicable and issued from time to time.
- Any failure to fulfil this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the work.

15. ACCOMMODATION FOR LABOUR:

The contractors shall arrange accommodation for the work people at his own expenses during the progress of the work. BHEL will not provide any accommodation or place for accommodation to the contractor.

16. MEDICAL EXPENSES:

The contractor shall arrange all the medical expenses of its labour through ESI or at his own.

17. MOBILIZATION PERIOD:

The mobilization period shall be from the date of issue of Work Order or as specified by BHEL.

18. TOOLS AND PLANTS (T&P) AT SITE:

The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T & P) required for the execution of the contract other than those listed in Bill of quantity, which subject to their availability may be given by BHEL on hire basis to the contractor or issued free for use in execution of the work, as specified in the tender documents.

19. SAFETY AND SECURITY:

- a. The contractor shall ensure proper safety of all the workmen, materials, plant and belonging to him or to BHEL or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Executive in-charge as he may deem necessary for execution of job.
- b. The contractor shall adopt adequate safety measures and use of protective clothing by all the workmen at site whether engaged or not in actual of work or supervision thereof. The contractor shall ensure that the workmen on site, use appropriate PPE's which is necessary for the health & safety of workmen.
- c. The contractor shall be responsible for safety arrangements of all equipment and PPE's to be used in connection with the execution of the work and shall ensure employment of only trained person to operate the equipment. Only tested equipment, tools, and wires, ropes etc. shall be used and shall periodically be tested to the satisfaction of the BHEL. All test certificates shall be made available to the BHEL at site as and when required. The PPE's and equipment provided by contractor shall comply with BHEL specifications/standards which may be taken from safety department of BHEL.
- d. The contractor shall ensure provision and maintenance of lights, guards, fencing with gates and watching when and where necessary or required by the BHEL or by any one duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- e. The contractor shall abide by all security regulations at site by the BHEL from time to time. The contractor shall provide identity badges to their personnel and workmen, which must be properly displayed by them at site.
- f. The contractor and his personnel / workmen shall be subject to security check by BHEL's own security personnel or CISF (if engaged by the BHEL) for the overall protection of the project.
- g. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to reason whatsoever, it shall be the responsibility of the contractor to promptly inform the same to BHEL Executive in-charge in prescribed form. The contractor will be responsible for all pecuniary liability if any under such circumstances. Contractor shall take all statutory and regulatory approvals and comply with all formalities before start of work for safety and security.
- h. Medical examination of contract employees to be carried out by contractors as per statutory rules and regulations.

- i. Work permit system shall be complied for work at height/excavation/ confined space and other work as per BHEL requirement.
- j. Contractor shall abide specific health and safety requirement as per statutory norms.
- k. The contractor shall ensure/review aspects of appropriate activity hazard analysis and establish safe work procedure.

**20. CANCELLATION/SHORT CLOSURE OF CONTRACT:**

In case of non-fulfilment of conditions by contractor or otherwise, BHEL reserves the right to cancel the contract at any stage by giving 30 days' notice.

BHEL also reserves the right to short close the contract at any stage giving 30 days' notice to the contractor without assigning any reasons thereof.

**21. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS: -**

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

**22. INSPECTION AND RECORDS:**

The contractor shall supervise the work quality through qualified deployed manpower so as to ensure that the Works under this contract are carried out entirely to the quality standards of BHEL.

**23. VARIATION OF PRICE:** No escalation in cost/price variation will be permitted during the contract period unless the same is specified in the tender.

**24. OBLIGATION: -**

**(A) OBLIGATION OF THE CONTRACTOR**

**I. CONTRACTUAL**

- i. The Contractor shall ensure that adequate no. of workmen is deployed for execution of the work awarded to him for ensuring uninterrupted working.
- ii. The authorized representative of The Contractor shall be available at all time to supervise the work allotted to him.
- iii. The Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and The Contractor should ensure that all the workmen who are not regular employee of The Contractor are having Police Verification. Such workmen should possess requisite skill & experience.
- iv. In case of any misconduct/misbehaviour by any workman, The Contractor will replace such workmen immediately.
- v. It will be responsibility of The Contractor to provide all necessary resources (man and machineries) as may be required, to perform the scope of work. BHEL shall issue necessary plant passes to The Contractor employees and its Contractor's workmen deployed for carrying out the job.
- vi. The Contractor will be liable for any pilferage/loss to BHEL due to acts of omission and commission by their workmen, if the reasons for such act is attributed to the Contractor
- vii. The Contractor should ensure proper maintenance and safety of all their equipment along with spares and consumables, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as per applicable statutory requirements at the work place and as notified from time to time.
- viii. The Contractor shall ensure that all their workmen wear the required PPE (personnel protective equipment) while working on the jobs. The Contractor shall ensure all safety precautions for prevention of accidents of their workmen.



- ix.** The contractor shall ensure payment of minimum wages (as notified) to the contract labour deployed by him.
- x.** The contractor shall ensure payment of wages to their labours latest by 7<sup>th</sup> date of the following month.
- xi.** In case of any accident, it will be the sole responsibility of The Contractor to provide necessary medical aid to their injured workman and liaison with the concerned authorities i.e. ESI etc.
- xii.** The Contractor will be responsible for up keeping and maintenance of all tools & tackles issued to them. Any loss or damage of the same will be recovered from The Contractor.
- xiii.** In the event of termination of contract for any reason whatsoever The Contractor shall withdraw all their workmen from the premise of BHEL within the specified period. In case The Contractor decides to terminate services of their workmen, The Contractor should settle all terminal dues and shall indemnify BHEL against all such claims.

## **II. TOWARDS STATUTORY LIABILITY**

- i.** The Contractor shall comply with all statutory requirements, rules regulations, and notifications in relation to employment of their workmen issued from time to time by the concerned authorities.
- ii.** The Contractor shall keep BHEL indemnified against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with workmen deployed by him.
- iii.** The liability for any compensation on account of injury sustained by any workman of The Contractor will be exclusively that of The Contractor.

## **(B) OBLIGATION OF M/s BHEL**

- I. FACILITIES TO BE PROVIDED BY CFFP, BHEL, (free of cost unless otherwise specified):**
  - i.** Space inside CFFP's premises for execution of work.
  - ii.** Power supply for execution of work as per work requirement.
  - iii.** In case any facility used by contractor, the same will be charged in running bills.

### **25. SPLITTING THE WORK: -**

Splitting of work shall be done as mentioned in the tender enquiry (NIT). Splitting shall be done only if there are three or more qualified bidders (N), the distribution shall be limited to (N-1) qualified responses. Rates of L-1 bidder, as finalized, shall be counter offered to the other bidders in case of splitting of order. In case any bidder(s) do not accept the L-1 rates, the counter-offer may be extended to other bidders.

### **26. EARNEST MONEY DEPOSIT**

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).  
In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- (d) Forfeiture of EMD  
EMD by the Tenderer will be forfeited as per NIT conditions, if:
  - i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

- (e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

**27. SECURITY DEPOSIT(SD):**

The contractor shall furnish the security deposit immediately on issue of the Letter of intent/ work order and before the commencement of work.

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Security deposit may be furnished in any one of the following forms:

- i. Pay order, Demand Draft in favour of BHEL.
- ii. Local cheques of scheduled banks, subject to realization
- iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras, etc. (certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the bank).
- v. Fixed Deposit Receipts issued by scheduled Banks/ Public Financial Institution as defined in the Companies Act. The FDR should be in the name of contractor, A/c BHEL, duly discharged on the back.
- vi. Security deposit can also be recovered at the rate of 10% of Security amount from the running bills. However, in such cases at least 50% of the security deposit must be deposited before start of work and balance 50% may be recovered from the running bills.
- vii. EMD of the successful Tenderer shall be converted and adjusted against security deposit.
- viii. The security deposit shall not carry any interest.

**28. BANK GUARANTEE:**

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of the tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the ` as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website [www.bhelhwr.co.in](http://www.bhelhwr.co.in). However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

**29. REFUND OF SECURITY DEPOSIT:**

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

**30. GOODS & SERVICE TAX:** -Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

- I.** a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (Harmonized System Nomenclature)/ SAC (Service Accounting Code), description of Goods/Services and applicable IGST/ CGST/ SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- II.** a) Unregistered Dealer - In case of unregistered dealer, if GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

- b) Dealer opting for Composition Scheme - In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- III.** Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows: -
- Timely raising & submission of GST compliant Invoices
  - Timely receipt of GST
  - Timely and correct payment of applicable GST by supplier/contractor
  - Timely filing of return
  - Compliance of other applicable provisions on supplier/contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL.
- IV.** In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- V.** In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers. TDS or any other tax on GST shall also be deductible as per prevailing Acts/regulations.
- 31. PAYMENT TERMS AND PAYMENT PROCEDURE:**
- Payments will be made to the contractor on successful completion of work on production of bills/ Invoice. The contractor has to submit Monthly Bill, Measurement Book with all necessary documents duly signed by the authorized persons to the concerned department.
- Payment shall normally be released every month within 15 days from the date of submission of clear bills along with all supporting documents.
- Payments will be made through e-payment system after deduction of Income tax at source as per Income Tax Act. Irrespective of the running payments made by BHEL at different stages, the Contractor shall be entitled to the payment upon successful completion of the works as per the contract only.
- BHEL shall have no payment obligation for the period of Force Majeure/ Reasons beyond the control of any party.
- 32. PENALTY CLAUSE**
- Because of delay attributed to contractor, the contractor fails to complete work on or before the scheduled date of completion, a penalty amount equal to 0.50 percentage of the contract value/ unexecuted portion (as applicable) for every week of extension sought beyond the scheduled date of completion up to max. 10 % of the contract value shall be imposed on contractor. Such amount may be adjusted or setoff against any sum payable to the contractor under this or any other contract.
- No penalty shall be imposed on contractor for the period of Force Majeure/ Reasons beyond the control of any party.
- 33. RECOVERY FROM THE CONTRACTOR:**
- Whenever under the contract any amount becomes recoverable from the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.
- 34. RISK PURCHASE CLAUSE: -**

In case of delays in supplies / defective supplies/ incomplete work or non-fulfilment of any other terms and conditions given in Work Order, BHEL may cancel the work Order in full or part thereof and may also make the procurement of such material/service from elsewhere / alternative source at the risk and cost of the supplier/contractor. BHEL will take all reasonable steps to get the material/service from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

**35. BENEFITS TO MSE BIDDERS: -**

Benefits to MSEs bidders as applicable shall be given as per rule upon submission of Udyam Certificate along with certificate from Chartered Accountant or any other applicable document.

No benefits shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

**36. BENEFITS UNDER MAKE IN INDIA: -**

Benefits under make in India order 2017 and subsequent shall be extended as per rules if applicable.

**37. SETTLEMENT OF DISPUTES/ ARBITRATION**

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed with mutual consent of the parties. BHEL shall suggest 3 names out of which the contractor will have to select the arbitrator. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction

**38. FORCE MAJEURE CLAUSE**

Notwithstanding any other thing contained anywhere else in the contract in case the discharge of obligation under the contract by either party is impeded, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective contract date.

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Change in law/ Regulation making the performance impossible.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

**39. FRAUD PREVENTION POLICY: -**

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

**40. EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER: -**

In the course of tender evaluation, If more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding to the bidders

41. QUOTED RATES: -

Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.

- e) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- f) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- g) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail as above.

42. REVERSE AUCTION: As mentioned in NIT. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bid of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders on RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

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**TECHNICAL TERMS & CONDITION OF CONTRACT**

1. 100% breakdown should be tried to be attended promptly within 10 minutes of reporting and handed over timely as per plan.
2. During contract period, vendor is expected to provide preventive, priority-based, condition based and breakdown maintenance of Cranes including Turnings gear, load cells and Radio Remote Control System and other accessories as mentioned in list of crane and should repair, modify and/or replace anything or everything defective and or not operating correctly.
3. Preventive Maintenance plan/job scheduled along with checklist shall be issued annually from the office of In-charge Crane Maintenance.
4. Check list duly filled must be submitted to Crane Maintenance In-charge immediately after execution. The checklist will incorporate technical checks as per the instructions/requirements of CFFP/BHEL.
5. Vendor will also be required to ensure safety checks and follow the instructions as issued by HSE department of CFFP/BHEL Haridwar
6. Any unexpected critical breakdown complaint reported during 3 shifts should be attended on priority by redirecting staff.
7. All breakdowns reported should be attended and cleared on day to day basis. The person carrying out the preventive maintenance work/activity should himself sign on the check list, mentioning his name with date & time of work.
8. While carrying out inspection/preventive maintenance work, action plan for any work requirement noticed during maintenance should be generated.
9. If scheduled Preventive Maintenance/breakdowns are experiencing delays, the schedule of actions should be prepared and reported to In-charge Crane Maintenance with proper explanation so that further delays are curtailed, else appropriate action as deemed fit will be taken.
10. Critical cranes should be attended on priority by redirecting staff as per priority and instructions of In-charge crane maintenance.
11. Important backlog work (where crane is working but problem is pending) requiring repair/maintenance modification on crane should be attended in time by submitting a schedule of action by in-charge work center.
12. In case the breakdowns are more at a point of time, the contractor shall have to detain his staff and attend all the pending breakdowns in after-hours and CFFP/BHEL shall not pay any compensation on this account.
13. In-charge/crane maintenance – appointed by vendor - shall be responsible for preparing drawings, hand sketch/report writing/taking shutdowns in writings/close supervision of work/planning/schedule of action for work order/registration number mentioned in daily log-book.
14. When repair/maintenance/modification works gets completed, the actual time (in hours), material consumed, total down time and order information should be reported to In-charge crane maintenance in the daily report format given.
15. A meeting with in-charge of the works centers (BHEL maintenance) and engineer in-charge (Vendor) shall be held in the office of In-charge Crane Maintenance (BHEL) on regular basis. The time of the meeting shall be suitably notified to the engineer-in-charge of the vendor. Vendor (Engineer-in-charge or representative) shall necessarily attend the meeting.
16. Quality maintenance work and environment friendly activities along with necessary documentation/paper work should be carried out, as BHEL is ISO-9001(2010), ISO-14000 & OHSAS-18001 certified.
17. **Miscellaneous crane maintenance activities:**
  - a. Arrangement and transportation of spares/materials needed from various stores and shops to work place/site should be carried out by contractor.
  - b. Cleaning, stacking, sorting, handling and upkeep of crane maintenance store, works center stores (including 5S activities) shall be carried out by contractor.
  - c. Salvaging/repair work of crane spares & other crane items shall be carried out by contractor.

- d. Repair/Maintenance of Load Cell/RRC/DSL/PDBs of Cranes will be carried by contractor as per instruction of site In-charge/Shop In-charge.
- e. Cleaning of cranes and gantry girders as per schedule shall be carried out by the vendor.

**18. Supervision works related to crane maintenance**

Duties of site engineer are as follows:

- a. Ensuring 100% jobs to be performed as mentioned in daily log-book giving registration/ work order number by their crane maintenance staff (including work order/ activities listed after inspection/ preventive maintenance.).
- b. Redirecting crane maintenance staff on emergency or urgent maintenance jobs as per priority and instructions of In-charge crane maintenance
- c. Checking of maximum work at site for work quality and completeness
- d. Checking Preventive Maintenance activities of cranes breakdown histories to ensure good convergence of Preventive Maintenance check points
- e. Taking feedback from supervisor for work performed, taking corrective/ preventive measures and reporting status to In-charge crane maintenance
- f. Planning Preventive Maintenance activities for zero failure (breakdown)/ complaints
- g. Evaluating cranes breakdown status and understanding situation
- h. Preparing drawings of part and schematic of electrical parts
- i. Referring check lists for checks points for nuts, bolts, lubrication, transmission, motors, LT & CT breaks and hoisting mechanism
- j. Ensuring that supervisors are checking the maintenance work and guiding their staff in doing quality and completeness of work
- k. Checking cranes for any looseness, vibration, leakage and missing crane parts as per plan
- l. Ensuring good lubrication, cleaning, and bolt tightening regularly
- m. Ensuring that maximum of non-emergency crane maintenance works are getting completed within 4 days of initial request
- n. In all preventive maintenance/inspection work conducted, log must be made in daily log-book report and discussion with In-charge crane maintenance regarding the same
- o. Ensuring that maximum crane breakdowns are closed within 8 hours from the date and time of reporting
- p. Ensuring that most of the time, material is available in the stores of crane maintenance when required by crane maintenance staff. Contractor shall try to ensure timely issue of material from central stores of BHEL through In-charge/crane maintenance for the same
- q. Site Engineer should report daily to In-charge crane maintenance with following details:
  - i) Daily report CM-34 format.
  - ii) Status of scheduled Preventive Maintenance activities going on.
  - iii) Cranes reported for break downs, action planed and deployment of staff.
  - iv) Action on critical cranes work taken up based on priority/ urgency indicated by In-charge crane maintenance.
  - v) Status of backlog work clearance where crane is working and problem pending.
  - vi) Status of activities related to cleaning and up keeping of cranes.
  - vii) Status of activities related to cleaning, stacking sorting, handling and upkeep of stores.
  - viii) Status of salvaging/ repair work of crane spares & important items carried out.

**19. Location of cranes:**

Contractor has to maintain cranes (EOT, Turning Gear, Radio Control System, Load Cell, DSL & PDB (for cranes) already installed at various shops/areas inside factory area at CFFP/BHEL Hardwar.

**20. Contractor's responsibility & obligation:**

- a. Contractor should carry out the work at his own risk, finance, material, human resource and supervision.
- b. Contractor should undertake to carry out specific work within a given time frame and for a specific amount.
- c. Contractor should have supervision on the conduct of his employees.

- d. Contractor should comply with safety rules including rules regarding working at height & provide PPEs (and also ensure proper usage of PPEs) to his employees. The working conditions & procedures, PPEs provided to the labor and other tools and tackles may be reviewed by HSE department of CFFP/BHEL. Contractor will follow the rules and instructions prescribed by them.
- e. Contractor should supply tools, tackles and materials excluding consumable items to his employees.
- f. Contractor should arrange his own finance.
- g. Contractor should submit a copy of challan for deposition of provident fund along with a list of contract labor.
- h. Contractor should accept instructions from the In-charge maintenance/ authorized representative of BHEL.
- i. Contractor shall decide number of staff to be deployed for execution of work.
- j. Contractor shall submit a copy of wage bill towards payment made to his staff.
- k. **Contractor should ensure payment of minimum wages to his staff as per BHEL wage rates as revised time to time**, and submit documentary proof – bank attested note, copy of cheques etc. to that effect along with monthly running account bill. Contractor is advised to be clear about the wages to be paid to the workmen. The wage rates are revised w.e.f. **1st February and 1st August. (i.e. 2 times) in a year.**  
Payment of **bonus @ 8.33%** and **leave @ 8.33%** (or as applicable) to the workmen will be paid by contractor as per act/labor law. **PF/ESI & Administration Charges**, etc. are to be deposited by contractor as per labor law. Payment shall be released after submission of payment records and deposit slips.  
The applicable daily wage rates as on date are:  
Unskilled : Rs. 529.65  
Skilled : Rs. 645.31
- l. Contractor should ensure that when any contract labor is terminated or leaves, the personnel gets all his dues.

#### **21. Acceptance criteria:**

The acceptance criteria regarding performance of work done by contractor shall be judged by following:

- a. As per Check list and Daily log book record
- b. As per feedback from In-charge Shop Maintenance and In-charge Crane Maintenance

**22. Performance Evaluation:** The performance of cranes shall be evaluated conforming to preventive maintenance schedule and handling of breakdowns of cranes.

#### **23. Supply of spares and safety devices**

Contractor should arrange his own tools and tackles for removal, dismantling and reinstallation of hoist/motors, gear boxes etc. However, all spares including consumables like gear oil, electrode, grease, cotton waste, contactors, relays, facilities like gas cutting, welding, machine facility, repair, rewinding of motors, coils etc. will be provided by CFFP/BHEL free of cost at ground level. But vigilant action for better parts and safe methods should be adopted voluntarily by the contractor to minimize down time of cranes.

Contractor shall also arrange safety equipment for his workers except those that are likely to be worn out in the course of work.

#### **24. Penalties:**

##### **A. Late delivery/finish/completion**

1. The firm is liable to be penalized for delayed work not as per schedule of actions mutually signed by deducting Rs. 1000/- amount per job late delivered.
2. A deduction of Rs. 1000/- shall be made if work has not been performed as per Preventive Maintenance check list or if preventive maintenance check list not filled by the persons himself performing the work at crane, turning gear & RRC system.

##### **B. Poor Quality work**

The firm is liable to be penalized for poor quality of work by deducting Rs. 1000/- amount per crane work done, if the fault repeats within a month of breakdown maintenance.

##### **C. Deviation from scope**

If backlog/repair remain un-repaired for more than 10 days (major repairs), or more than 4 days (Minor Repairs) or for any other reason the firm is liable to be penalized @ Rs. 500.00 for each day delayed after plan date, subject to a maximum of Rs. 10,000/- per breakdown, which will be deducted from their bills. Reasons such as non-availability of crane for maintenance or spares or any other reason that is not attributable to contractor shall not be cause for penalty on the contractor.

**25. Transportation of Materials/spares**

- a. During the period of contract, the material/spares needed during maintenance may be require to be shifted as and when required or as per instructions of in-charge crane maintenance.
- b. Contractor should make own arrangement for shifting the material/spares outside the factory the factory premises.

**26. Office & Residential Accommodation:**

1. Reasonable size room with telephone (MAX) facility maybe provided to the contractor within the complex to facilitate stations of service staff for attendance of complaints.  
The accommodation should not be utilized for residential purpose by Contractor's staff.
2. CFFP may provide few quarters for residence in name of successful contractor, on applicable commercial rent basis. The type and count of quarters shall be decided by BHEL Haridwar. CFFP BHEL Haridwar however may or may not allot quarters and may even take back possession after allotting quarters in running contract also. The quarters if allotted have to be vacated immediately after completion/termination of contract or on receipt of notice of vacation during or at the end of the contract.

**27. Stand by spares**

Spares of crane items should always be kept ready as stand by near work center (respective shops) or at the storage space provided to contractor of crane maintenance for replacement and this stock should be maintained throughout the period of contract.

**28. Deployment of man power**

1. Contractor should deploy **at least** - 01 Engineer In-charge and 14 numbers of workers headed by 01 Supervisor's in "A" Shifts & 07 Workers with 01 Supervisor in "B" Shifts & 02 Nos. workers in "C" shifts. Total 26 (Engineer: 01, Supervisor: 02, other workers of which (Min.) Skilled worker: 12, (Min.) Unskilled worker: 11)
2. This is the minimum manpower required to be maintained by the contractor. The manpower may be required to be augmented depending upon the prevailing situation of breakdowns in plant. No extra cost shall be paid to contractor for the same.
3. Contractor shall submit a list of workers for whom gate-pass (entry through bio-metric punch) is to be arranged on gate of the plant on monthly basis. The list will contain names and ESI numbers (with valid police verification) for ensuring entry of man-power in plant.

**29. Maintenance of records**

Contractor should maintain following records:

1. Down time history cards for each crane.
2. Record of daily complaints received in writing/telephonically/face-to-face/on-line, preventive & breakdown maintenance, replacement/modification maintenance, indicating work carried out, spares replaced, pending work etc.
3. Record of crane preventive maintenance work should be done as per the check list given, and filled up by the person doing the work himself.
4. Daily breakdown reports.
5. Staff attendance and payment records.
6. The contractor should issue maintenance report for the work and maintain any other records as required by CFFP/BHEL, for better maintenance.
7. The contractor is required to make any other record/report related to crane maintenance if demanded by In-charge Crane Maintenance.

**30. Period of contract:**

1. The work order will be issued for two years. If the performance of contractor is found unsatisfactory or for any other reason amounting to breach of contract, the contract can be terminated at any time with or without penalty as decided by BHEL.

2. All cranes, turning gear & RRC system (including their documents) covered under the contract must be handed over to CFFP/BHEL or to the next contractor authorized by CFFP/BHEL in perfect running condition. Any cranes, turning gear & RRC system handed over in defective condition, the estimated repair charges will be deducted from contractor's final bill.
3. The contractor should quarterly evaluate and review his performance and plan necessary changes for the purpose.
4. The annual maintenance and service contract shall be governed as per CFFP/BHEL rule (works policy, fraud prevention policy etc.) & general condition of the contract. Any document/detail not covered in this contract can be obtained from our website or be made available to the contractor on request.
5. Contractor should ensure meeting all statutory obligations as applicable from time to time during the contract period.
6. Preventive maintenance, as per plan, and inspection of cranes (fortnightly) should be done to ensure trouble free operation of the cranes.

**Note:**

**1.** Quoted rates should not be linked to quantity, BHEL; CFFP reserves the right to award part quantity or not to award any quantity. Also, Tendered/Awarded quantities are tentative, there may be variation in actual executed quantities, and contractor shall have no claim for the unexecuted quantities.

**2.** To affect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the GCC.

**CONTRACTOR IS REQUIRED TO AGREE AND SIGN ON EACH PAPER BEFORE SUBMITTING THEIR OFFER.**

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**SCOPE OF WORK**

**A. Preventive & Breakdown maintenance**

1. One work center should be supervised by competent supervisor(s) for carrying out day-to-day breakdown maintenance, backlog clearance and scheduled preventive maintenance work.
2. The work mainly comprises of preventive & breakdown maintenance of all EOT cranes with Turning Gear, Radio Remote Control System and Load Cell for maintaining them in trouble free operating condition throughout the contractual period.
3. Attending of all complaints, received in writing/telephonically/verbal/on-line of the cranes, turnings gears, load cells and radio remote control system, DSL, PDBs etc. under contract in all 3 shifts, timely.
4. Preventive maintenance of all EOT cranes should be done as per check list, once every six months; check list should be filled up by the personnel themselves while carrying out the work at site.
5. Total numbers of EOT cranes presently are as per Annexure - C. Any additional crane(s) if added during the contract period will also be covered automatically under the purview of this contract.
6. Breakdown maintenance of all Cranes including Turnings Gear, load cell and radio remote control system in all 3 shifts during all working days including Sundays/Holidays.
7. Miscellaneous work such as transportation of spares to site, cleaning, sorting, handling and upkeep of stores, salvaging/repair of crane spares, cleaning of crane girders, fixing and alignment of crane rails and painting work of cranes as and when required by BHEL.
8. Cleaning of gantry girders of EOT Cranes in all shops as per schedule provided by BHEL. The dirt/dust shall be collected at pre-defined places as instructed by BHEL.
9. Certain cranes in Steel Melting Shop and Steel Foundry are involved in handling liquid molten metal at high temperature. Owing to critical nature of operations, vendor is required to deploy manpower suitably to ensure that the cranes perform smoothly during operation and any minor issue or breakdown can be rectified on immediate basis.
10. Certain cranes in CFFP have been designated as critical cranes and are required to be kept functional on priority basis. Vendor shall ensure special attention towards inspection and cleaning of these cranes. Any issue envisaged shall be reported on priority basis for further action.
11. Owing to dusty and heat prone work atmosphere at CFFP, cranes are susceptible to deterioration. Vendor is required to deploy manpower for regular cleaning of various electrical and mechanical systems of crane on scheduled basis. The schedule shall be dependent on availability and criticality of crane.
12. Supervision work related to crane maintenance.

**B. Execution of work**

1. Contractor will generally receive breakdown requisition from Production Department of CFFP, BHEL directly. After endorsing the time of receipt, Contractor should hand over one copy of it to the production division immediately.  
Reporting of breakdowns of cranes may also be done on-line on the intranet of BHEL.
2. Immediately after the breakdown has been attended, the contractor will report back to production division and get their endorsement. Contractor should also inform the shop Maintenance In-charge regarding handing over of the crane to production department.
3. Contractor will also submit an analysis of breakdown/preventive maintenance & action taken for each crane every day to the Shop Maintenance In-charge with copy to In-charge/Crane Maintenance CFFP.
4. Contractor will contact Crane Maintenance In-charge to arrange SIV for requirement of materials/spares etc. Contractor should make his own arrangement to collect the materials/spares from place of storage/stores, etc. to site.

5. CFFP intends to start an online breakdown system. Vendor shall be required to bring a computer (with no additional cost to BHEL) to see information of breakdown on real-time basis and send manpower for attending the breakdown and for maintaining required records. The manpower deployed in all three shifts should have basic knowledge of computer operations to understand breakdowns reported in such manner and attend to the same.
6. The manpower shall be deployed on Sundays/holidays as per need or schedule of preventive/breakdown maintenance or other work required.

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**PRE-QUALIFICATION CRITERIA (PQC)**

Below mentioned are the minimum requirement on the part of bidder for the work contracts “**Annual Maintenance Contract of all EOT Cranes including Turning Gears, DSL, RRC, Load cells and PDBs in CFFP**”. In general bidder must fulfil following criteria:

<b>S. No</b>	<b>Details of Criteria</b>	<b>Documents to be submitted</b>	<b>Vendor's response (Yes/No)</b>
1	Bidder must submit proof of having carried out similar work (as defined at Sl. No.3) successfully during last 7 years ending last date of the month previous to the one in which NIT for this work is issued.	Copy/copies of Work Order on the letter head of the customer clearly specifying the address and contact details of the customer for verification purpose.	
2	<p>2.1 Average annual Revenue from Operations for three consecutive financial years for FY 2018-19, 2019-20, 2020-21, 2021-22 whichever is applicable, must be not less than Rs. 24 Lakhs.</p> <p>In case if a bidder submits nil value for any of the years than the Average annual financial turnover will be calculated by dividing the total value of corresponding financial years, whichever is applicable, i.e say for FY 2018-19, 2019-20 and 2020-21 years divided by 3(three).</p> <p>E.g.</p> <p>Say 2018-19-Nil ,2019-20-X lacs and 2020-21-Y lacs then Average annual financial turnover shall be <math>=(Nil+X+Y)/3</math>.</p>	Audited/ CA certified balance sheet clearly indicating the revenue from operations	
	<p>2.2 Experience of having successfully completed <b>similar works</b> (as defined at Sl. No.3) during last 7 years ending last day of month previous to the one in which offers are invited should be either of the following:</p> <p>a. Three similar completed works executing not less than the amount equal to Rs. 32 lakhs OR</p> <p>b. Two similar completed works executing not less than the amount equal to Rs. 40 lakhs OR</p> <p>c. One similar completed work executing not less than the amount equal to Rs. 64 lakhs</p>	Copy/copies of Work Order on the letter head of the customer clearly specifying the address and contact details of the customer for verification purpose.	
3	<p>Similar work means:</p> <p>Annual maintenance (for at least one year) of EOT Cranes of <b>at least 40 Nos. of EOT Cranes at one location</b> (of which <b>at least 2</b> EOT Cranes must be of capacity <b>100 T and above</b> and <b>at least 3</b> EOT Cranes must be of capacity <b>more than or equal to 50 T but less than 100 T</b>)</p>		

**NIT NO:** FF:22:MCR:RM:AM:01:049, Dated:- 22.10.2022.  
**Name of work:** Annual maintenance of all EOT Cranes including Turning Gears, DSL, RRC, load cell & PDBs in CFFP, BHEL, Haridwar.

4	Performance certificate of all the work orders submitted against Sl No 1 & 2 above, from customer(s)	Performance certificate(s) on the letterhead(s) of customer(s) clearly indicating their name, address, telephone no. and email id	
5	Vendor shall visit the site prior to the tender submission for better understanding of technical requirement and working conditions.		

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**NIT NO:** FF:22:MCR:RM:AM:01:049, Dated:- 22.10.2022.

**Name of work:** Annual maintenance of all EOT Cranes including Turning Gears, DSL, RRC, load cell & PDBs in CFFP, BHEL, Haridwar.

**ANNEXURE – VI**

**Subject:** Submission of Latest Detail by bidder.

**Sir,**

Our Latest detail may please be updated in your records; details are as below-

<b>Parameter</b>	<b>Yes/No/NA</b>	<b>Detail</b>
Name of Company/ Business Firm		
Type of Company/ Business Firm (Pvt. Ltd/ Ltd/ Partnership/ proprietorship)		
Company/ Business Firm Email ID		
Company/ Business Firm Postal Address		
Name of Owner		
Owner Mobile No.		
Owner Landline No.		
Contact Person		
Mobile No.		
Contact Person Email ID		
GST No. (Copy Attach)		
PAN No. (Copy Attach)		
PF No. (Copy Attach)		
ESI No. (Copy Attach)		
MSME Status (Yes/No)		
Udyam Certificate for MSME to be submitted		
Registered under category ( <b>Micro / Small / Medium</b> )		
CA certificate for MSME in support of Udyam Certificate to be submitted.		
Acceptance of Reverse Auction (RA) as per requirement of NIT (Yes/No)		
PQC/ General and Special Terms & Conditions		
Completion certificate (Copy Attach)		
Remarks, if any		
Contractor's Sign & Stamp on each submitted page		

Supporting documents, if any, to be submitted with tender.

**Sign & seal of Contractor**



**ANNEXURE – VII**

**Certificate by Chartered Accountant on letter head**

This is to certify that  
M/s.....,  
(hereinafter referred to as 'company') having its registered office at.....  
is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)  
..... dtd:....., Category:.....  
(Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

**1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:

Rs.....Lacs.

**2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lacs.

Turnover Rs.....Lacs.

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs and Turnover of Rs.....Lacs within permissible limit of Rs.....Lacs for .....Micro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

**Or**

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

**Date:**

**(Signature)**

**Name-**

**Membership number-**

**Seal of Chartered Accountant-**

**NIT NO:** FF:22:MCR:RM:AM:01:049, Dated:- 22.10.2022.

**Name of work:** Annual maintenance of all EOT Cranes including Turning Gears, DSL, RRC, load cell & PDBs in CFFP, BHEL, Haridwar.

**UDIN-**

**ANNEXURE – VIII**

**SELF-CERTIFICATION**

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P45021/2/2017-PP (BE-II) dated 28.05.2018, 29.5.2019, 04.6.2020 and amendment dated 16.09.2020, it is hereby certifying that we .....

(supplier/Vendor name) are ..... (Class-I/Class-II) local supplier and will meet the requirement of minimum local content of ..... (50%/20%) as defined in public procurement order ..... dated 04.6.2020 for ..... Tender .....

NIT No:.....

Details of location at which local value addition will be made is as follows: -

<b>Tender Item Sr. No.</b>	<b>Local Content Calculated (%)</b>	<b>Imported Content including all Custom Duties (%)</b>	<b>Location of Value Addition</b>

We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

**Note:**

As per office order P-45021/102/2019-BE-II-Part (1) (E-50310) Dated 04/03/2021, Bidders can't claim itself as "Class-I local supplier/Class-II local suppliers" by claiming the service such as transportation, insurance, installation, commissioning, training & after sales service support like AMC/CMC etc. as local value addition. Bidder offering imported product will fall under the category of Non-Local supplier.

Seal & Signature of Supplier/Vendor

**NIT NO:** FF:22:MCR:RM:AM:01:049, Dated:- 22.10.2022.

**Name of work:** Annual maintenance of all EOT Cranes including Turning Gears, DSL, RRC, load cell & PDBs in CFFP, BHEL, Haridwar.

**ANNEXURE – IX**

**UN-PRICE BID**

<b>Name of Contractor</b>					
<b>Name of work:</b>	Annual maintenance of all EOT Cranes including Turning Gears, DSL, RRC, load cell & PDBs in CFFP, BHEL, Haridwar.				
<b>NIT NO.</b>	FF:22:MCR:RM:AM:01:049				
Description of Work	Unit	Quantity	Rate to be quoted by Contractor		
			Rs. in (digits)	Rs. (in words)	Total Amount
Crane Maintenance work.	NOS.	24	<u>XXXXXXXXXX</u>	<u>XXXXXXXXXX</u>	<u>XXXXXXXXXX</u>
<b>Total Quoted Amount in figures (Rs.):</b>			<u>XX</u>		
<b>Total Quoted Amount in Words (Rupees):</b>			<u>XX</u>		

1. GST shall be extra as applicable. (GST will be reimbursed extra as applicable at the time of billing after verification of the same on GSTN.)
2. Refer Scope of work and terms & conditions for complete details of work.
3. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

**(Signature and Seal of the Contractor)**

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